

High Commission of India  
Kuala Lumpur

(Internet Explorer Version -8 & above only)

[www.emigrate.gov.in](http://www.emigrate.gov.in)

SNo	Checklist for eMigrate application for hiring of workers from India
1	Foreign Employer (FE) Registration Form (company seal required during submission)
2	National Identity Card (IC) and Passport copy of the director of the company
3	Individual Business Profile / company's profile (Trade License / Memorandum & article, Form 9, Form 24, Form 49)
4	Recent photograph of the employer (Director of the company) In case the director authorizes a representative for signing the contract on behalf of the Company, his/her photograph (1) along with authorization letter on company letter head by the Director of the company
5	<ul style="list-style-type: none"><li>Valid KDN's approval for hiring of foreign workers</li><li>English translation of KDN's Approval by the Court Interpreter (Original to be seen and returned) – (One copy)</li></ul>
6	SOCISO registration proof for the company
7	Indian Recruiting Agency (IRA) Registration Certificate
8	Employment Contract in the prescribed format on company letter head <b>(Attached)</b> (To have company seal and attestation by Ministry of Foreign Affairs, Govt. of Malaysia)
9	Document mentioning demand, power of attorney to IRA and undertakings <b>(Attached)</b> (To have company seal and attestation by Ministry of Foreign Affairs, Govt. of Malaysia)

\* Please arrange the documents in the serial order above with serial number on the top right as mentioned in the checklist above.

**Two documents in this file**

- 1. Demand letter/POA/Undertaking**
- 2. Work Contract**

**Demand letter/POA/Undertaking fields**

1. Date of application of demand letter/POA/undertaking:
2. Approval from Ministry of Home Affairs for a total of foreign workers

vide File No. dated

whose approval is valid from to

in sector

3. Demand request for number of foreign workers in current application =
4. POA to Indian recruiting agent (IRA)

IRA Name

IRA Address

POA is being executed on this date =

5. Name of the Employer (Director) signing document

Designation

NRIC No.

Name of Company

Office Contact number

Company registration number

Address of the company

6. Witness Name:

NRIC No. of witness:

Contact number of witness

7. Date of signing document

Place of signing document

#### **Work Contract fields**

Day of signing contract

Month of signing contract

Year of signing contract

Name of Company/Employer

Name of Worker

Indian passport number of worker

Birth registration number of worker

Contact number of worker

Name of next kin of worker

Address of next kin of the worker

Contact number of next kin of the worker

No of year for which contract will be valid from date of signing

Basic salary

Original exit point in India after termination/completion of contract

Name of witness from Employer

Address of the witness from Employer

Name of witness from Worker

Address of witness from Worker

Date of signing work contract

Place of signing work contract

(On Company Letterhead)

Date :

**High Commission of India,  
Level 1, Wisma HIRH Lotus 442,  
Jalan Pahang Setapak 53000  
Wilayah Persekutuan,  
Kuala Lumpur,  
Malaysia**

Dear Sir/Madam,

Reference: Approval from Ministry of Home Affairs File No. \_\_\_\_\_  
dated \_\_\_\_\_ for permit to hire a total of \_\_\_\_ foreign  
workers. The approval is valid from \_\_\_\_\_ to \_\_\_\_\_ in  
(sector)\_\_\_\_\_.

In view of the above, we wish to submit a letter of demand for (number) \_\_\_\_\_  
workers subject to the approval of valid calling VISA and work permit(s) by the  
Malaysian Authority.

2. I/We, hereby, appoint (Indian Recruiting Agency Name& Address)\_\_\_\_\_

\_\_\_\_\_

to be our true and lawful attorney and recruiting agent in India for the purpose of  
handling all the affairs associated with recruiting of workers for employment with our  
company, to sign all necessary documents and employment contracts required by the  
laws and regulations of India, to arrange for passport and for visa endorsement with the  
High Commission/Embassy concerned to make arrangement for the workers' passage  
to the job site. The power of attorney shall remain valid till the workers arrive at our  
company in Malaysia. This power of attorney is non-transferable and irrevocable. In  
witness whereof we have executed this document on (date) \_\_\_\_\_.

\*All dates in dd-mm-yyyy format

3. I/We, the undersigned, hereby undertake to comply with the following:

(a) To strictly implement the terms mentioned in the Contract of Employment attested by the High Commission of India, Kuala Lumpur and that under no circumstances will amend it or enter into any separate contract of Employment with the Indian employees before or after their taking employment with this company

(b) To repatriate any Indian employee of my/our company as a result of termination of work contract as per the signed agreement in the work contract after settling all their outstanding dues, in addition to returning the Indian passport to the employee after processing CheckOut Memo (COM).

(c) I/We understand that eMigrate system is mandatory requirement for employing Indian workers from India and I/we would abide by the provisions thereof.

(d) I/We am/are aware of the fact that the passport of an Indian National should always be kept in the custody of the Indian passport holder. In case the Indian passport is kept in the custody of the company for renewal of work permit of the Indian employee, I/we would be personally responsible for safe custody of the Indian passport. I/We also understand that no eMigrate services may be provided by the High Commission of India to the company, if the passport is reported damaged or lost from the custody of the company.

(f) If Indian worker lodges complaints against the company / employer about unauthorized keeping of his/her passport other than for renewal of his/her work permit, I/We undertake to submit the Indian passport to the High Commission of India, Kuala Lumpur within 5 days from date of receipt of the complaint. In case of non-submission / delayed submission of passports by company / employer, the High Commission may debar the company / employer(s) for hiring the workers from India and suitable action will be taken against the company/ employer(s).

(g) all conditions of Employer's undertaking for the employment of foreign workers issued and enforced by the Government of Malaysia from time to time, during the period of employment of foreign workers as follows:

- (i) Bear the cost of levy for foreign workers in accordance with the Fees Act 1951 [Act 209];
- (ii) Signing a service contract in accordance with the Employment Act 1955 [Act 265] according to the service contract format as in the attachment;
- (iii) Pay wages, overtime allowance, granted holidays and rest days as well as other benefits provided under the Employment Act 1955 [Act 265];
- (iv) Comply with any provisions by the government in relation to the minimum wage provided under the National Wages Consultative Council Act 2011 [Act 732];
- (v) Provide accommodation and basic facilities in accordance with the Workers' Minimum Standards of Housing and Amenities Act 1990 [Act 446];
- (vi) Should not hold and keep foreign workers passport in accordance with the Passport Act 1966 [Act 150];**
- (vii) Do not hire any illegal immigrants in accordance with the Immigration Act 1959/63 [Act 155];
- (viii) Responsible for solving the medical expenses of a foreign workers, if not settled by the foreign workers;
- (ix) Repatriate foreign workers who have been diagnosed with a dangerous disease, infectious disease or no longer able to work;
- (x) To obtain the **Check Out Memo** (COM) from the Immigration Department of Malaysia before deporting the foreign workers to the country of origin; and
- (xi) Comply with other provisions relating to the employment of foreign workers as may be decided by the Government from time to time.

We certainly understand that if we fail to comply, we -

- (a) Could face legal action under any of the laws and regulations as stated above; and / or
- (b) Could face any administrative action including blacklisted from hiring foreign workers in future.

Authorized signature of Director(s):

Name(s):

Designation(s):

NRIC No.:

Name of the Company:

Office contact number:

Company registration number:

Address:

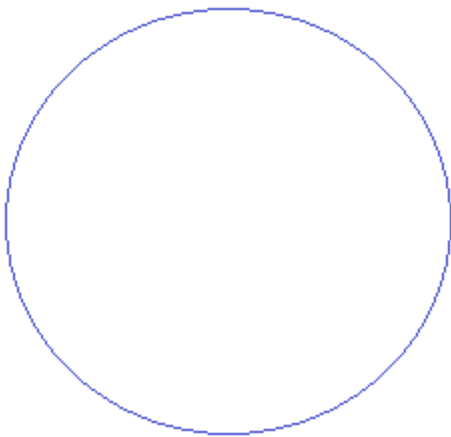
Date:

Place:

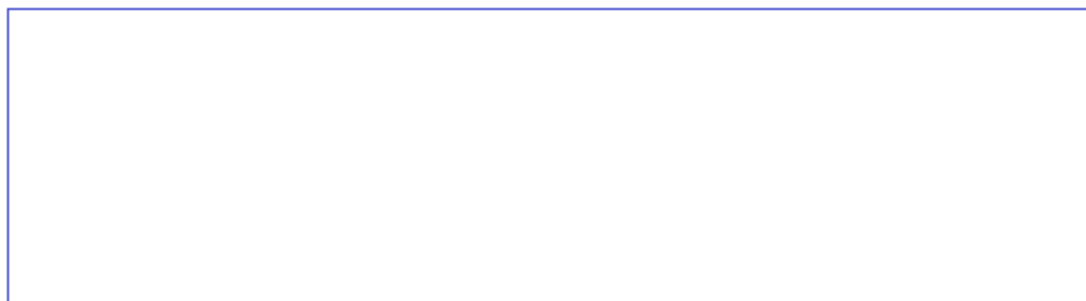
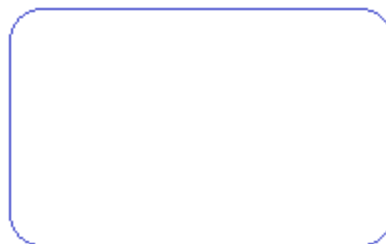
Witness signature:  
Witness Name:  
NRIC No. of witness:  
Contact number of witness:



Seal of the Company / Firm / Organization ( ↑ )



Seal of Notary Public and certified by the Ministry of Foreign Affairs (Wisma Putra) ( ↑ )



Seals of High Commission of India, Kuala Lumpur ( ↑ )



(On Company Letterhead)

This **CONTRACT** is made on this day..... in the month of ..... in the year ..... between..... (Hereinafter referred to as “the Employer”) of the one part and..... Passport No. .... and Birth Registration No. .... (Hereinafter referred to as “the Worker”) of the other part.

**WHEREAS** the Employer shall employ the Worker in accordance with the terms and conditions of this Contract and subject to the provisions of the relevant laws, regulations, rules, policies and directives of Malaysia.

**IT IS HEREBY AGREED as follows:**

**1. Duration of the Contract**

The duration of the Contract will be for a period of years commencing on the day of arrival of the Worker until such time the Contract is terminated in accordance with the terms and conditions of this Contract.

**2. Wages**

- 2.1 The Worker will receive a basic wage of RM..... (Excluding allowances and overtime). This basic wage shall comply with the extant National Minimum Wage.
- 2.2 Wages will be paid by the Employer on a monthly basis not later than seventh day of the following month.
- 2.3 The payment of the monthly wages shall be made through a bank account.

### **3. Working Hours**

Working hours shall be eight (8) hours per day.

### **4. Overtime**

In the event the Worker is requested to work in excess of his normal hours of work, he shall be paid in accordance with the labour laws in Malaysia.

### **5. Rest Day**

5.1 The Worker will be entitled to one day rest in each week.

5.2 In the event the Worker is requested to work on his rest day, he shall be paid in accordance with the labour laws in Malaysia.

### **6. Public Holiday**

6.1 The Worker will be entitled to public holidays in accordance with the labour laws in Malaysia.

6.2 In the event the Worker is requested to work on a public holiday, the Worker shall be paid in accordance with the labour laws in Malaysia.

### **7. Annual Leave**

The Worker shall be entitled to annual leave as in accordance with the labour laws in Malaysia

### **8. Levy**

The payment of levy shall be borne as stipulated by the Government of Malaysia

### **9. Medical and Accident Insurance**

The Worker shall be insured under the Employment Injury Scheme under the Employees' Social Security Act 1969 [Act 4] of Malaysia and the Foreign Workers Health Insurance (SPIKPA) or any other insurance scheme as may be adopted by the Government of Malaysia.

## **10. Deductions**

The Employer is entitled to make deduction for not more than 50% in a month from the Worker's wages in the event of any monetary advance in accordance with the labour laws in Malaysia.

## **11. Accommodation**

The Employer shall provide the Worker with reasonable accommodation with basic amenities in accordance with the laws, regulations, rules, national policies and directives in Malaysia.

## **12. Sick Leave**

The Worker shall be entitled to a paid sick leave in accordance with the labour laws in Malaysia.

## **13. Renewal of Worker's Visit Pass (Temporary Employment)**

13.1 The Employer shall renew the Worker's Visit Pass (Temporary Employment) three (3) months before the expiry date

13.2 Any penalty or compound due to the failure of the Employer to do so shall be borne by the Employer.

## **14. Air Passage**

The first travelling expenses from India to any agreed point of entry in Malaysia shall be borne by the Worker and the expenses from any agreed point of exit in Malaysia to India shall be borne by the Employer upon completion of contract.

## **15. Repatriation**

15.1 The repatriation cost of the Workers from their place of work to their original exit point in India shall be borne by the Employer under the following circumstances:

- (i) At the completion of Contract of Employment;
- (ii) Termination of this Contract of Employment by the Employer other than non-compliance of the terms and conditions of this contract of employment by the worker; or,

(iii) Termination of this Contract of Employment by the worker due to non-compliance of the terms and conditions of this Contract of Employment by the Employer.

15.2 The Worker shall be responsible for all expenses relating to repatriation under other circumstances that are not mentioned in Clause 15.1

The term “original exit point” in India in this Contract of Employment shall mean .....

## **16. Repatriation in the Case of Death of the Worker**

In the event of death of the Worker, the funeral and repatriation of the remains shall be arranged at the expense of the Employer as provided for the Workmen’s Compensation Act 1952 [Act 273].

## **17. Termination**

17.1 In the event the Employer intends to terminate this Contract of Employment, the Employer shall give two (2) months’ notice of his intention to terminate such Contract of Employment or two (2) months’ wages in lieu of notice to the Worker, and shall provide air fare to India for the Worker.

17.2 In the event the Worker intends to terminate this Contract of Employment, the Worker shall give two (2) months’ notice or indemnify two (2) months’ wages in lieu thereof to the Employer and the Worker shall bear the cost of air fare to India

## **18. Restrictions**

18.1 The Worker shall not participate in any political activities or activities of those connected with political organizations in Malaysia.

18.2 The Worker shall not change employment during the contract period and shall not carry or do other business.

18.3 If the Worker is found, by the competent authority concerned, creating social problems or engages in any illegal, subversive or

criminal activities, the Worker shall be dismissed from the job and shall be repatriated to India at worker's own expenses.

18.4 In the event the Worker marries any person in Malaysia during the worker's period of employment under this Contract of Employment, the Government of Malaysia reserves the right to revoke the Visit Pass (Temporary Employment) of the Worker.

## **19. Extension**

The Employer and the Worker may agree that the contract of employment may be extended, subject to relevant laws, regulations, rules, national policies and directives relating to employment applicable in Malaysia.

## **20. Safekeeping of the Passport**

20.1 The Employer shall not keep the passport of the Worker in his/her custody.

20.2 The Worker shall carry the passport all the time. In the event that the Worker's passport is lost or damaged, the Worker shall bear all related expenses.

20.3 The Worker shall submit the passport to the Employer for the following purposes:

- (i) Medical screenings;
- (ii) Application of Visit Pass (Temporary Employment);
- (iii) Application of Foreign Workers Identity Card; and
- (iv) Renewal of Visit Pass (Temporary Employment).

The passport shall be returned to the Worker upon completion of these purposes. In the event that the Worker's passport is lost or damaged while in the custody of the Employer for the above mentioned purposes, the Employer shall bear all related expenses.

## **21. Foreign Worker Identity Card**

The employer shall ensure that each Worker receives the Foreign Worker Identity Card (I-Kad).

## **22. Outstanding Wages**

In the event the worker is to be repatriated before the expiry of this Contract of Employment, the employer shall pay all outstanding basic wages and all other payments owed to the worker subject to the relevant laws, regulations, rules, national policies and directives relating to employment applicable in Malaysia.

## **23. Amendment**

The Employer and the Worker may amend the contract of employment to incorporate any other terms and conditions which shall be more favourable to the Worker.

## **24. Time is an Essence**

Time whenever mentioned shall be the essence of this Contract of Employment.

## **25. Interpretation**

In the event of a conflict of interpretation between the English text and any text in other language used in this Contract, the English text shall prevail.

## **26. Laws**

This Contract of Employment shall be subjected to the laws of Malaysia.

## **27. Succession**

This Contract of Employment shall be binding of the successor in title, assigns, personnel, representatives of the parties hereto.

**28. Language of this Contract of Employment**

This Contract of Employment shall be prepared in four (4) original texts, two (2) each in English and language of the country of origin of the worker, all texts being equally authentic.

**IN WITNESS WHEREOF** the parties hereto have signed this Contract on the day and year mentioned at the beginning of this contract.

.....  
(Employer's Signature)

.....  
(Worker's Signature)

Name: .....  
NRIC No. ....  
Address: .....

Name:.....  
Passport No. ....  
Emergency contact No. ....

I hereby declare details of my next of kin:

Name: .....  
Address: .....

Contact No .....

.....  
(Signature of Witness from Employer)

.....  
(Signature of Witness from Worker)

Name: .....  
Address: .....

Name: .....  
Address: .....

Date: .....

Place: .....